

ARTICLE APPEARED
ON PAGE A-15

5 May 1978

THE NEW YORK TIMES

Dismissal of Suit Over C.I.A. Book Sought on Issue of Secrecy Pacts

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Special to The New York Times

WASHINGTON, May 4—Attorneys for Frank W. Snepp 3d today asked a Federal judge to dismiss the Government's civil suit against him on the ground that the Government itself had conceded that he did not disclose any classified information in his book "Decent Interval," which described the end of the Vietnam War and the collapse of Saigon.

Mr. Snepp, a former official of the Central Intelligence Agency, is being sued for a breach of contract by the Government, which contends that he violated a secrecy oath he had signed with the C.I.A. by failing to submit the book to the agency for a review before it was published.

In a motion filed today in Federal District Court for the Eastern District of Virginia, Mark H. Lynch, an attorney for Mr. Snepp, said that the Government had "no cause of action" against him, because "he has not violated the terms of the secrecy document which he signed when he resigned from the agency."

Actually, Mr. Snepp signed two such agreements, the first when he entered the C.I.A. in 1968 and the second when he left it, in 1976. The first agreement required him to promise not to disclose any information about the agency; the one he signed when he left required only that he not disclose "classified information" or information about the agency or about intelligence matters that it had not already been made public.

Arguments of Attorneys

In a response last week to written interrogatories by Mr. Snepp's attorneys, the Government conceded that, "for the purposes of this action," it was not claiming that Mr. Snepp had revealed any such information in his book.

The argument of Mr. Snepp's attorneys is that the second contract clearly superseded the first, and thus required him to obtain prior clearance from the agency only for publication of classified materials.

They also argue that even if the court finds that the second secrecy agreement does not supersede the first, the first should be held unenforceable because it violates First Amendment rights of free speech.

A spokesman for the Justice Department, John Russell, said today that lawyers there had not yet seen the new action and would have no immediate comment on it. In the past, however, the Government has charged that Mr. Snepp violated his contract with the agency by publishing the book, and is seeking to recover all profits that he might earn from it.

'Legitimate National Secrets'

Attorney General Griffin B. Bell has said repeatedly that he believes such secrecy agreements are necessary to prevent publication of "legitimate national secrets" and that he sees the Snepp case as a major test of whether such contracts are valid and can be enforced.

He has argued that it is almost impossible to prosecute persons in criminal court for revealing classified information, because to do so the Government has to introduce into evidence the very secrets it is trying to protect.

The reason for the change in wording in the two secrecy agreements signed by Mr. Snepp was that in between the two dates a Federal appeals court had ruled, in a case involving a book by another

former C.I.A. employee, Victor Marchetti, that while the agency could place such prior restraint on "classified" information, it could not do so on "information which is unclassified or officially disclosed."

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